

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO.: 20121-CP-10-

Deborah Louise Wade,	)
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Plaintiff,	)
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vs.	)
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**COMPLAINT**  
(JURY TRIAL DEMANDED)

Crotts Enterprises, Inc., d/b/a	)
Harbor Pointe Apartments; and	)
Audubon Creek Partners, LLC, d/b/a	)
The Cooper, as Successors in Interest)	)
to Crotts Enterprises, Inc.,	)

Defendants.	)
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Plaintiff, Deborah Louise Wade, by and through her undersigned counsel, complains of the above-named Defendants as follows:

1. Plaintiff is resident of Charleston County, South Carolina.
2. Defendant Crotts Enterprises, Inc. d/b/a Harbor Pointe Apartments (hereinafter "Crotts").  
is a business entity incorporated in the State of Georgia, regularly conducting business in and owning real property in Charleston County, South Carolina at the time of the herein complained of transactions and occurrences.
3. Defendant Audubon Creek Partners, LLC d/b/a The Cooper, as Successors in Interest to Crotts Enterprises, Inc. is a business entity incorporated in the State of Georgia, regularly conducting business in Charleston County, South Carolina, and owns the real property in Charleston County, South Carolina where the complained of transactions and occurrences took place (hereinafter Defendants will be collectively referred to as "Defendants").
4. All transactions and occurrences giving rise to this action took place within Charleston County, South Carolina.

5. Based upon information and belief, this Court has jurisdiction over the parties and subject matter, and venue is proper.

### **Facts**

6. Plaintiff entered into a lease for a residential apartment with Defendant Crotts.
7. On or about December 16, 2020, Defendant Audubon purchased from Defendant Crotts the apartment complex in which Plaintiff resides.
8. Based upon information and belief, Defendant Audubon purchased both the assets and liabilities from Defendant Crotts associated with the apartment complex.
9. The apartment complex was originally constructed in 1987.
10. The apartment complex contains more than four dwelling units.
11. Defendants failed to perform necessary maintenance to maintain the premises in a safe condition for their residents, particularly neglected was the edging along walkways throughout the premises.
12. The walkways are common areas of the premises.
13. The negligence to the edging allowed for debris to spill onto the apartment complex walkways creating an unsafe condition.
14. Defendants were on notice of the unsafe conditions imposed by the debris spilling onto the walkways but took no actions to remedy the unsafe conditions.
15. On December 27, 2019, Plaintiff was walking along the premises walkways towards her residence.
16. While traversing the steps near the trash dumpster, Plaintiff's foot caught on debris that spilled over the neglected edging, causing her to tumble down the steps and resulting in injuries.

**For A First Cause of Action**  
(Negligence/Recklessness/Gross Negligence)

17. Plaintiff reiterates paragraphs 1-16 above as if stated forth here in verbatim.
18. Defendants owed to Plaintiff a duty of due care to maintain the premises in a safe condition.
19. Defendants breached that duty by neglecting the edging and allowing for the accumulation of debris on the apartment complex walkways.
20. By failing to remedy the unsafe conditions after being placed on notice, Defendants evidenced a willful and wanton disregard for human health and safety.
21. Defendants' breach proximately caused Plaintiff's medical bills, pain and suffering, permanent impairment, and loss of enjoyment of life.
22. Plaintiff is entitled to compensatory and punitive damages.

**For A Second Cause of Action**  
(Premises Liability)

23. Plaintiff reiterates paragraphs 1-22 above as if stated forth here in verbatim.
24. At the time of Plaintiff's injuries, Plaintiff was a business invitee of Defendants.
25. As a business invitee, Plaintiff was owed reasonable care by Defendants.
26. Defendants' failure to maintain the premises in the safe condition was a breach of the reasonable care owed to Plaintiff.
27. Plaintiff suffered injuries as a result of Defendants' actions and is entitled to damages.

**For A Third Cause of Action**  
(Residential Landlord-Tenant Act)

28. Plaintiff reiterates paragraphs 1-27 above as if stated forth here in verbatim.
29. Plaintiff and Defendants' relationship is subject to the Residential Landlord Tenant Act (hereinafter "The Act").

30. Under The Act, Defendants were charged with keeping all common areas of the premises in a reasonably safe condition and in a reasonably clean condition.

31. Defendants breached their duty by not keeping the walkways in a safe and clean condition.

32. Plaintiff suffered injuries as a result of Defendants' breach.

33. Plaintiff is entitled to compensatory and punitive damages.

**WHEREFORE** Plaintiff prays for relief as follows:

1. For judgment in an amount to be determined by the trier of fact for both compensatory and punitive damages;
2. For the costs of having to bring this action, including reasonable attorney's fees; and
3. For such further and other relief as this Court deems just and proper.

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Date: May 11, 2021  
Charleston, South Carolina